



**SALT LAKE
COUNTY**

PETER M. CORROON
Salt Lake County Mayor

Linda Hamilton
Public Works Department
Director

**PUBLIC WORKS
OPERATIONS
DIVISION**

Kevyn Smeltzer
Public Works Operations
Division Director
ksmeltzer@slco.org

Administration
7125 South 600 West
Salt Lake City, UT 84047

801 / 562-6418
801 / 562-6470 fax

April 19, 2010

West Valley City
Attn: Russ Willardson

RE: Interlocal Agreement for Chip Seal Program

Enclosed you will find an agreement in which signature(s) are needed to proceed. Please;

{x} *Sign and Attest Contracts.*

{x} *Return the original document to the address listed below*

{ } *Keep a copy for your files*

{ } *Other :*

Please return agreement to:

***Salt Lake County Operations Division -
Attn: Jodi Ballif
7125 South 600 West
Salt Lake City, Utah 84047***

When the contract is fully executed, I will send you an original contract.

Please contact me at 562-6491, if you have any questions or concerns.

Thank you,


Jodi Ballif
Administrative Coordinator

INTERLOCAL COOPERATION AGREEMENT
FOR
PUBLIC WORKS SERVICES
2010 Chip Seal Program

THIS AGREEMENT is made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY ("COUNTY"), a body corporate and politic of the State of Utah, and WEST VALLEY CITY ("CITY"), a municipal corporation under the laws of the State of Utah.

WITNESSETH:

WHEREAS, the CITY desires to contract with the COUNTY for the public works services described in *Exhibit A*, attached hereto; and

WHEREAS, the parties are local government units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. The COUNTY, through its Public Works Department, Operations Division, will provide to CITY the services described in *Exhibit A*. The COUNTY will complete the services on or before November 1, 2010, unless weather or other circumstances beyond the control of

COUNTY prevent completion of the services by such date. All services shall be performed to COUNTY standards for work performed on COUNTY projects.

2. The CITY shall reimburse the COUNTY for the actual cost of the services performed under this agreement, which shall include all costs incurred by the COUNTY including labor, equipment, materials and administrative costs. Upon completion of the services, the COUNTY shall send CITY an invoice for the services which the CITY agrees to pay within thirty (30) days; provided, however, that the total amount paid by the CITY shall not exceed the sum of \$715,717.00 without approval of the West Valley City Council.

3. COUNTY shall not be obligated to provide services to CITY beyond those services described above, total cost of which to COUNTY is \$715,717.00.

4. The CITY and COUNTY are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this agreement.

5. No separate entity is created by this agreement; however, to the extent that any administration of this agreement becomes necessary, then the public works directors of both parties, or their designees, shall constitute a joint board for such purpose.

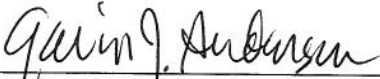
6. This agreement constitutes the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have subscribed their names hereon and caused this agreement to be duly executed on the _____ day of _____, 2010.

SALT LAKE COUNTY

By _____
Mayor or Designee

Approved as to form and legality



Deputy District Attorney
Date: 14 April 2010
rt word.wvalley-2010chipseal-gja

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this _____ day of _____, 2010, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County, Utah

WEST VALLEY CITY

ATTEST:

By _____ Mayor

City Recorder

Approved as to form and legality

City Attorney
Date: _____

2010 CHIP SEAL PROGRAM

West Valley City

Exhibit A

Project includes: Chipseal, Fogseal, Sweeping and Striping

Work Order	Address	Surface Total sq ft	Tons Chips	LMCRS-2		CSS1 - 2:1		labor \$0.09	equipment \$0.06	materials \$0.23	Total Chip Estimates
				Gallons Oil	Tons Oil	Gallons Oil	Tons Oil				
				75	2,229	9	570				
HIK 10 1801 Lake Erie Dr	2555 S to 2700 S	46,647	127	3,775	16	966	4	\$7,111	\$4,741	\$18,173	\$30,025
HIK 10 1801 Great Lakes Dr	3600 W to 3850 W	79,013	127	3,775	16	966	4	\$7,111	\$4,741	\$18,173	\$30,025
HIK 10 1801 Lake Superior Pl	2400 S to 2555 S	59,188	95	2,828	12	723	3	\$5,327	\$3,551	\$13,613	\$22,491
HIK 10 1801 2400 S	3850 W to Bangerter Concrete	34,180	55	1,633	7	418	2	\$3,076	\$2,051	\$7,861	\$12,988
HIK 10 1801 Presidents Dr	2400 S to Frontage Rd	87,601	141	4,185	18	1,071	4	\$7,884	\$5,256	\$20,148	\$33,289
HIK 10 1801 2150 S	3600 W to Dead End	23,806	38	1,137	5	291	1	\$2,143	\$1,428	\$5,475	\$9,046
HIK 10 1801 2270 S	3600 W to 3855 W	66,405	107	3,173	13	812	3	\$5,976	\$3,984	\$15,273	\$25,234
HIK 10 1801 2340 S	3855 W to 3600 W	74,835	121	3,575	15	915	4	\$4,198	\$4,490	\$0	\$8,688
HIK 10 1801 3270 W	2670 S to Frontage Rd	213,520	344	10,202	43	2,610	11	\$19,217	\$12,811	\$49,110	\$81,138
HIK 10 1801 2400 S	3200 W to 3600 W	118,677	191	5,670	24	1,450	6	\$10,681	\$7,121	\$27,296	\$45,097
HIK 10 1801 Technology Dr.	2400 S to 3600 W	114,412	184	5,466	23	1,398	6	\$10,297	\$6,865	\$26,315	\$43,477
HIK 10 1801 3400 W	2400 S to 2555 S	52,124	84	2,490	10	697	3	\$4,691	\$3,127	\$11,989	\$19,807
HIK 10 1801 2555 S	3400 W to 3200 W	35,310	57	1,687	7	432	2	\$3,178	\$2,119	\$8,121	\$13,418
HIK 10 1801 2210 S	3200 W to Cir	39,180	63	1,872	8	479	2	\$3,526	\$2,351	\$9,011	\$14,888
HIK 10 1801 3140 W	2210 S to Frontage Rd	29,326	47	1,401	6	358	2	\$4,198	\$1,760	\$0	\$5,958
HIK 10 1801 Arnold Way	2100 S to Cir	43,219	70	2,065	9	528	2	\$3,890	\$2,593	\$9,940	\$16,423
HIK 10 1801 2180 S	2940 W to 2700 W	44,022	71	2,103	9	538	2	\$3,962	\$2,641	\$10,125	\$16,728
HIK 10 1801 Pole Line Rd	2700 W to 2700 W	104,863	169	5,010	21	1,282	5	\$9,438	\$6,292	\$24,118	\$39,848
HIK 10 1801 John Henry Dr.	2385 S to Dead End	12,690	20	606	3	155	1	\$1,142	\$761	\$2,919	\$4,822
HIK 10 1801 3600 W	Parkway Blvd to Frontage Rd	283,491	457	13,545	57	3,465	15	\$25,514	\$17,009	\$65,203	\$107,727
HIK 10 1801 3600 W	3500 S to 3100 S	111,690	180	5,336	22	1,365	6	\$10,052	\$6,701	\$25,689	\$42,442
HIK 10 1801 4000 W	2400 S to Arizona Tile	7,191	12	344	1	88	0	\$647	\$431	\$1,654	\$2,733
HIK 10 1801 6400 W	4307 S to 4700 S	160,650	259	7,676	32	1,964	8	\$14,459	\$9,639	\$36,950	\$61,047
HIK 10 1801 Lancer Way	3200 W to 3600 W	107,046	172	5,114	21	1,308	5	\$9,634	\$6,423	\$24,621	\$40,677
			0	0	0	0	0	\$0	\$0	\$0	\$0
			0	0	0	0	0	\$0	\$0	\$0	\$0
			0	0	0	0	0	\$0	\$0	\$0	\$0
West Valley City Total:		1,949,085	3140	93,123	391	23,822	100	\$174,440	\$116,945	\$424,332	\$715,717